

Activity F - Ad hoc inservice/training sessions

- In addition to reporting activities as listed above, a record of all requests for ad hoc training sessions (Activity F), whether or not they were provided.

5. Overall Program Evaluation

- a. The MDH shall assist the DHS in evaluating capacity for and participation in C&TC screening activities by reporting statistics and information, that include but are not limited to:
 - the number of EPS clinics and staff nurse screening providers at each location, their names, addresses, phone numbers, and county, who are currently approved to conduct screenings, and, those who are actively conducting screenings of C&TC recipients in Minnesota;
 - overall trends in availability of EPS clinic C&TC screeners and facilities for comparison to non-EPS clinics, including the number and location of EPS programs which are providing C&TC screening services and if they have a contract with managed care organizations (graphically map clinic sites by year as well); and
 - the number of Child and Teen Checkups screenings performed (if possible by age or age grouping of the children) in the MDH approved EPS clinics, by clinic site, in comparison to non-C&TC screenings.

This report will be submitted within 90 days of the end of the Contract.

II. Joint Duties, the MDH and the DHS shall:

- A. Will attend C&TC interagency staff meetings held every two months. These meetings will be comprised of all contractual staff for the purpose of discussing contract implementation and progress toward C&TC program goals. These regularly scheduled meetings will be convened by the DHS approximately every two months to discuss status of contract, duties, review draft materials and identify and solve problems.
- B. Consultation, as a term used in this contract shall mean written correspondence, either in memo, letter or e-mail to assure clear communication.
- C. The MDH shall review the evaluation forms to be completed by individuals receiving training sessions and workshops, in consultation with the DHS, and update forms if necessary. The materials will be designed to elicit the satisfaction of those receiving all types of training sessions and workshops, and to seek other information in order to accurately measure the effectiveness of the training session. Evaluations are to be requested of all workshop participants. All evaluations completed by participants attending the MDH-contracted training sessions and workshops will be made available to the DHS to review.

III. THE DHS DUTIES, the DHS staff shall

A. Training Sessions

1. Prepare for and conduct training session presentations or portions thereof for which they are responsible.
2. Coordinate and schedule the DHS C&TC-related training sessions and meetings with county C&TC administrative staff and public health, Head Start and private clinic providers around the state.

- B. Inform the MDH of all state and federal changes in C&TC/EPSTD regulations and other programmatic information pertinent to contracted training session services, components and standards.
- C. Revise, update, and develop all C&TC forms and brochures used for a C&TC screening visit and for all C&TC administrative services, in consultation with the MDH.
- D. Schedule and participate in meetings to develop training session agendas and materials, schedules, and joint presentation planning, as needed.
- E. Schedule all necessary regional training workshops, coordinating with the MDH contracted staff, county, health plan and the DHS staff, as needed.
- F. Provide the MDH within two weeks of request, the DHS enrolled providers, tribal government contacts, and health plan representatives information and/or mailing labels of providers and/or clinics so that training session information can be sent to the appropriate people.
- G. Provide the MDH with copies of C&TC mailings sent to all C&TC providers and outreach coordinators.

IV. CONSIDERATION AND TERMS OF PAYMENT

- A. **Consideration** for all services performed by the MDH pursuant to this agreement shall be paid by the DHS as follows: Invoices shall be submitted according to the following schedule: upon execution of this agreement, the MDH will invoice the DHS for an advance payment of 1/6 of the agreement. All subsequent invoices will be submitted at the end of each fiscal quarter.

The total obligation of the DHS for all compensation and reimbursements to the MDH shall not exceed One hundred fifty-three thousand twenty-eight dollars (\$153,028).

Pay the MDH a sum not to exceed \$51,010 for the 2nd half of Fiscal Year 1999 and \$102,018 for fiscal year 2000 for training sessions and related services rendered by the MDH under the terms of this Contract according to the budget in Appendix A, attached hereto and incorporated by reference into this agreement. A cost settlement will be done at the end of each fiscal year.

- B. **Terms of Payment.** Payment shall be made by the DHS within 30 days after the MDH has presented invoices for services performed to the DHS which meet the conditions of payment.

- V. **CONDITIONS OF PAYMENT** All services provided by the MDH pursuant to this agreement shall be performed to the satisfaction of the DHS, as determined at the sole discretion of its authorized representative. Invoices shall be submitted with budget categories delineated as follows: staff line items, travel, printing, supplies, and indirect expenses.

- VI. **TERMS OF AGREEMENT** This agreement shall be effective on January 1, 1999, or upon the date that the final required signature is obtained by the MDH, pursuant to Minnesota Statutes, Section 16B.06, Subd 2, whichever occurs later, and shall remain in effect until June 30, 2000, or until all obligations set forth in this agreement have been satisfactorily fulfilled, whichever occurs first.

This Contract shall be reviewed after six (6) and twelve (12) months from the date of execution to determine if substantive changes are warranted in responsibilities or budget allocations supported by the DHS or the training session fees. If a change in responsibilities is warranted, a formal written amendment to reflect the agreed upon changes in the terms of this contract shall be executed. A transfer of funds into or out of a budget line item in an amount which will not exceed 10% of that approved for the contract year or \$2,500, whichever is less, must be requested in writing in advance by MDH and have prior approval by DHS in writing.

- VII. **CANCELLATION** This agreement may be canceled by the DHS or the MDH at any time, with or without cause, upon thirty (30) days written notice to the other party. In the event of such a cancellation, the MDH shall be entitled to payment for work or services satisfactorily performed.
- VIII. **AUTHORIZED REPRESENTATIVES** The DHS's authorized representative for the purposes of administration of this agreement is Susan E. Castellano. The MDH's authorized representative for the purposes of administration of this agreement is Ronald Campbell. Each representative shall have final authority for acceptance of services of the other party and shall have responsibility to insure that all payments due to the other party are made pursuant to the terms of this agreement.
- IX. **ASSIGNMENT** Neither the MDH nor the DHS shall assign or transfer any rights or obligations under this agreement without the prior written consent of the other party. This includes subcontracting.
- X. **AMENDMENTS** Any amendments to this agreement shall be in writing, and shall be executed by the same parties who executed the original agreement, or their successors in office.
- XI. **LIABILITY** The MDH and the DHS agree that each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. The MDH and the DHS liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, Section 3.376, and other applicable law.
- XII. **DATA PRIVACY.**
- It is expressly agreed that the MDH is not a member of or included within the welfare system for purposes of the Minnesota Government Data Practices Act as a result of this contract. Each party is independently required to comply with the requirements of the Data Practices Act, therefore, both parties agree that neither shall be liable for any violation of any provision of the Data Practices Act indirectly or directly arising out of, resulting from, or in any manner attributable to the actions of the other party.
- XIII. **OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS.**
- A. All rights, title and interest in all of the MATERIALS conceived or created by the MDH, or its employees or sub-contractors, either individually or jointly with others and which arise out of the performance of this contract, including any inventions, reports, studies, designs, drawings, specifications, notes, documents, software and documentation, computer based training modules, electronically, magnetically or digitally recorded material, and other work in whatever form ("the MATERIALS") is owned by the State of Minnesota.

The MDH shall, upon request of the DHS, execute all papers and perform all other acts necessary to assist the DHS to obtain and register copyrights, patents or other forms of protection provided by law for the MATERIALS. The MATERIALS created under this contract by the MDH, its employees or sub-contractors, individually or jointly with others, shall be considered "works made for hire" as defined by the U.S. Copyright Act. All of the MATERIALS, whether in paper, electronic, or other form, shall be remitted to the DHS by the MDH if so requested. Neither the DHS nor the MDH, its employees and any sub-contractors, shall copy, reproduce, allow or cause to have the MATERIALS copied, reproduced or used for any purpose other than performance of the MDH's obligations under this contract without the prior written consent of authorized representatives of both the DHS and the MDH.

- B. The MDH represents and warrants that MATERIALS produced or used under this contract do not and will not infringe upon any intellectual property rights of another, including but not limited to patents, copyrights, trade secrets, trade names, and service marks and names.

If such a claim or action arises, or in the MDH'S or the DHS'S opinion is likely to arise, the MDH shall at the DHS'S discretion either procure for the DHS the right or license to continue using the MATERIALS at issue or replace or modify the allegedly infringing MATERIALS. This remedy shall be in addition to and shall not be exclusive to other remedies provided by law.

XIV. Staffing

The contractual services are to be performed by the positions, as named below in the budget, or their successors. The MDH shall not delegate or transfer contract responsibilities without the prior written permission of the DHS.

7. **Contract Budget FY 1999**

Staffing	DHS
Clinical Nurse Specialist	\$20,000
Clinical Nurse Specialist	\$20,000
Program Secretary	\$2,508
Indirect @ 20%	\$8,502
Total	\$51,010

Contract Budget FY 2000

Staffing	DHS
Clinical Nurse Specialist	\$41,450
Clinical Nurse Specialist	\$41,450
Program Secretary	\$2,115
Indirect @ 20%	\$17,003
Total	\$102,018

IN WITNESS WHEREOF, the parties have caused this agreement to be duly executed intending to be bound thereby.

APPROVED: ~~DEC 15 1999~~

1. MDH:

By (authorized signature)
<i>W. Johnson</i>
Title <i>Acting Commissioner</i>
Date <i>1-4-99</i>

2. DHS:

Agency signatory certifies that funds have been encumbered as required by MS § 16A15.

By (authorized signature)
<i>Vicki Kuersten</i>
Title <i>Acting Director Performance Measurement & Quality Improvement</i>
Date <i>1-7-99</i>

3. As to form and execution

By (authorized signature)
Date

Distribution:

DHS - Original (fully executed) agreement

MDH

ORIGINAL

Agreement #4

COOPERATIVE AGREEMENT BETWEEN
HEALTH CARE PROGRAMS AND
OFFICE OF CHILD SUPPORT ENFORCEMENT

This Agreement has been made and entered into this 23rd day of September, 1986 by and between the Health Care Programs Division (hereinafter referred to as HCP) and the Office of Child Support Enforcement (hereinafter referred to as OCSE) both administrative units of the Minnesota Department of Human Services for the purpose of defining the responsibilities of the parties hereto for identifying legally liable third party resources (medical support) and securing the medical support from an absent parent for a child for whom an assignment of medical support rights has been executed under Title 42 Code of Federal Regulations (CFR) 433.146. This agreement shall be read in a manner consistent with Title XIX and Title IV-D of the Social Security Act and with Minnesota Statutes, Chapters 256, 256B, and section 518.171 and shall remain in effect until amended or cancelled according to section V of this agreement.

WHEREAS, the United States Department of Health and Human Services has promulgated regulations which require the child support enforcement agency to assist the Medical Assistance (MA) agency in obtaining medical support on behalf of certain MA recipients (section 1912 of the Social Security Act as amended by section 2367 of the Deficit Reduction Act, Title 45 Code of Federal Regulations s 306.2 - 306.4).

WHEREAS, the United States Department of Health and Human Services has promulgated regulations which require the MA agency to enter into a cooperative agreement for the enforcement of rights to and collection of third party benefits (Title 42, Code of Federal Regulations s 433.151).

WHEREAS, in accordance with the agreement, OCSE is the designated administrative unit of the State directed with the responsibility of medical support enforcement activities;

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WHEREAS, HCP, under Minnesota Statute 256.01, subdivision 2(1), and 256B.04, subdivision 1, is the administrative unit of the State responsible for the administration of the Medical Assistance Program in Minnesota;

WHEREAS, the State of Minnesota may reduce expenditures for medical care under the Medical Assistance program by maximizing use of third party resources through such agreement;

NOW, THEREFORE, be it resolved that HCP and OCSE agree to perform the following duties in connection with the agreement:

I. HCP Responsibilities

A. Assignment of Medical Support, Title 42 Code of Federal Regulations 435.604

HCP shall require individuals, as a condition of eligibility for Medical Assistance, to assign their right to any medical support or other payments for medical care to the Minnesota Department of Human Services and to cooperate in the establishment of paternity and obtaining third party payments. The individual shall be required to cooperate with HCP and OCSE, in establishing the paternity of children of unmarried parents for whom the individual can legally assign rights. The individual shall also be required to cooperate in obtaining medical care support and medical care payments for himself or herself as well as any other person for whom the individual can legally assign rights.

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B. HCP Referrals to OCSE

The county agency is responsible for the determination of Medical Assistance eligibility. The county Medical Assistance financial worker shall refer custodial parents, caretakers, and/or children who are applying for or are recipients of Medical Assistance to the county child support unit for the purpose outlined in Section II of this agreement. Referrals shall be accompanied by the following documents.

1. The assignment of medical support;
2. Referral to support and collections;
3. Good cause form;
4. Health Insurance Information Form; and
5. Court order, if applicable.

C. Monitoring and Collections

The monitoring of Medical Assistance claims and payments are the responsibility of HCP. HCP shall bill the insurance provider that is liable for medical services provided to MA recipients.

II. Responsibilities of OCSE

A. Gathering Information

1. Upon referral from the County Medical Assistance financial worker, the county office of child support enforcement shall obtain medical support information and provide this information to HCP for third party liability activities. The information shall include the following:

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- a. Name, address, and Social Security number of absent parent.
- b. Name and address of the absent parent's place of employment.
- c. The absent parent's insurance policy name(s) and number(s) which include spousal or dependent coverage.
- d. Names of persons covered under the absent parent's health insurance.

2. The child support enforcement agency shall obtain the above information for those Medical Assistance cases for which an assignment of medical support is in effect. The child support enforcement agency shall relay this information to the MA agency.

B. Establish and Enforce Medical Support

OCSE shall establish and enforce medical support pursuant to Minnesota Statutes. OCSE shall attempt to enforce the court order when the non-custodial parent does not comply. OCSE shall attempt to collect medical support by instituting legal action as necessary.

C. Changes in Health Insurance Coverage

OCSE shall communicate to HCP any known change in absent parents health insurance coverage.

D. Lapse in Coverage

OCSE shall request employers and other groups offering health insurance that is being enforced to notify OCSE of lapses in health insurance coverage.

E. Paternity Actions

Upon referral from HCP, OCSE shall investigate and pursue the establishment of paternity for children born out of wedlock for whom the custodial parent or caretaker can legally assign rights to medical support.

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